

TEMPORARY STORAGE CONTAINER ENCROACHMENT PERMIT PROCEDURES



OVERVIEW

A temporary storage container, also known as portable on-demand storage (POD), is a temporary, transportable, movable or portable container that is delivered to and placed outdoors for storage purposes. Only residents may apply for an encroachment permit to place a storage container on the street. A container may be placed on private property without a permit provided the container does not encroach into the public right-of-way.

APPLICATION PROCESS & SUBMITTAL REQUIREMENTS

Applicants shall allow a **minimum of ten (10) business days to process, review, and issue** an encroachment permit if no revisions are required. A temporary storage container shall not be placed within this 10-day minimum window. The timeline for permit issuance may be extended if the application is incomplete or if the Applicant is asked to revise and resubmit plans.

Application packages shall be submitted to pwencroachment@cityofsanmateo.org and shall include the following:

- City of San Mateo Encroachment Permit Application Form completed and signed by the Applicant
- A site plan drawing or map mark-up showing the proposed location of the container, Applicant's residence, adjacent driveways, proximity to street corners, container dimensions, and if applicable, fire hydrants, curb ramps, bus stops and colored curb markings (see attached Encroachment Permit General Condition #3).
- Certificate of General Liability Insurance with endorsements (see attached Insurance Requirements)

ENCROACHMENT PERMIT FEES & DEPOSIT

Prior to permit issuance, Applicants will be required to pay the required fees. Based on the 2020-21 Fee Schedule, the **fee is \$160**. Encroachment permit fees are non-refundable. Applicants shall also provide a **\$350 refundable security deposit** to guarantee removal of the temporary storage container.

ENCROACHMENT PERMIT ISSUANCE

Once the permit application has been approved and all applicable fees and deposits have been paid, an Encroachment Permit for the temporary storage container will be issued subject to the City of San Mateo Temporary Storage Container Encroachment Permit General Conditions. Special Conditions may also be applied as deemed necessary by the Public Works Department.

HOW LONG CAN A CONTAINER BE ON THE STREET?

With an approved permit, **a container is allowed on the street for a maximum of seven (7) days**. Applicants may request to renew their permit for up to an additional seven (7) days. Permit renewals must be approved by City staff and are contingent upon whether valid, safety-related complaints have been received about the temporary storage container.

INSPECTION & PERMIT CLOSE-OUT

The permittee must notify the Public Works Inspector a minimum of 72 hours prior to the scheduled date when the temporary storage container will be removed from the right-of-way. Inspection requests shall be emailed to pwinspection@cityofsanmateo.org. Security deposits will not be refunded until the Public Works Inspector has inspected the site to confirm the container has been removed and signed off the permit as being complete. Deposits will be refunded by check and generally take 2-3 weeks after the permit has been signed off.

TEMPORARY STORAGE CONTAINER ENCROACHMENT PERMIT APPLICATION



APPLICANT INFORMATION	
NAME/COMPANY:	ADDRESS:
TELEPHONE:	CITY:
EMAIL:	ZIP CODE:

I/We hereby apply for an encroachment permit to perform the following work in accordance with the City of San Mateo Municipal Code Chapter 17.08:

Project Address: _____

Property Owner: _____

Description of Work (drawing of proposed work shall be attached):

On-site contact name and mobile phone number: _____

Proposed Start Date: _____ Estimated Completion Date: _____

**I/We agree to defend and indemnify the City, its officers, employees, and agents against, and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or properties, penalties, obligations, and liabilities that may be asserted by any person arising out of the negligent or intentionally tortious acts, negligent errors, or omissions of mine/ours, my/our officers, agents, employees, contractors, subcontractors, or invitees related to the work described in this application. I/We attest that the above information is true to the best of my knowledge.*

Applicant Signature

Date

(For office use only)

Certificate of Insurance on File? yes no Is Insurance Site or Project Specific? yes no

Insurance Expiration Date: _____ Insurance reviewed by: _____

Permit Fee: \$ _____ Security Deposit: \$ _____

Refund of security deposit will be mailed to "Applicant" unless otherwise noted: _____

Received by:	Reviewed and approved by:	Reviewed and approved by:
Notes:		

TEMPORARY STORAGE CONTAINER ENCROACHMENT PERMIT GENERAL CONDITIONS



1. **Responsible Party:** No party other than the named permittee or their agent is authorized to work under this permit.
2. **Acceptance of Provisions:** It is understood and agreed by the permittee that commencement of work authorized by the issuance of this permit shall constitute acceptance of the provisions of this permit and all attachments.
3. **Provisions for Placement and Location of Temporary Storage Container:** When placed in the public right-of-way, temporary storage containers:
 - a) Shall be placed in a legal parking space adjacent to the curb;
 - b) Shall be a minimum of eight (8) feet or less in width;
 - c) Shall be placed on residential streets only;
 - d) Shall be placed in front of the permittee's residence. If the space in front of the permittee's residence is insufficient or causes obstruction, container may be placed at the next closest, appropriately sized on-street space. Container shall not be stored on-street if there is sufficient space on private property;
 - e) May be placed on streets with a marked centerline if a 10-foot travel lane is maintained;
 - f) May be placed on streets without a marked centerline and with unmarked parking stalls if a 12-foot, clear path-of-travel for vehicles is maintained;
 - g) Shall not be placed in front of driveways, bus stops, ADA curb ramps, fire hydrants, colored curb markings (i.e. blue, green, red, yellow and white zones), pedestrian crosswalks (striped or unstriped), and where visibility is impaired for vehicles, bicyclists and/or pedestrians;
 - h) Shall have reflectors on each corner of the container;
 - i) Shall be placed in the right-of-way for a maximum of seven (7) days;
 - j) Shall not be placed in a manner that restricts access to a storm drain, public utility (e.g. utility box or vault), fire hydrant, or fire department connection (FDC) to existing buildings;
 - k) Shall comply with Chapter 3 of the 2019 California Fire Code; and
 - l) Staff may restrict placement where the container adversely affects public peace and safety.
4. **Notification Requirements:** If the temporary storage container is approved to be placed in front of a property that is not their own, the permittee shall be required to provide a courtesy notification to the property owner(s) or tenant(s) nearest the container.
5. **Post Permit on the Storage Container:** The Encroachment Permit or a copy thereof shall be posted on the storage container and must be shown to any representative of the City or any law enforcement office on demand.
6. **Utilization of Public Parking:** The permittee may place temporary "No Parking" signs at least 72 hours in advance of the scheduled arrival of the storage container. These signs are available for purchase through the City's Public Works Department.
7. **Inspection and Refund of Security Deposit:** All work shall be subject to monitoring, inspection, and approval by the City. Deposits will be refunded after an inspection is conducted to verify the storage container has been removed from the right-of-way. The permittee shall email pwinspection@cityofsanmateo.org at least 72 hours in advance of the container's removal date to request an inspection.

TEMPORARY STORAGE CONTAINER ENCROACHMENT PERMIT GENERAL CONDITIONS



8. **Conflicting Permits:** If a prior encroachment conflicts with the proposed work, the new permittee must arrange for any necessary removal or relocation with the prior permittee. Any such removal or relocation will be at the expense of the permittee.
9. **Future Moving of Installation:** If the Encroachment Permit was issued at the request of the permittee, it is understood that whenever City construction, reconstruction or maintenance work requires the installation to be moved, adjusted or relocated, the permittee, at his/her sole expense, upon request of the Department, shall comply with said request.
10. **Making Repairs:** In every case, the permittee shall be responsible for restoring to its former condition as nearly as may be possible any portion of the City right-of-way, which has been disturbed by permittee. The permittee shall maintain the surface over facilities placed under any permit. If the right-of-way is not restored as herein provided for, and if the City elects to make repairs, permittee agrees by acceptance of permit to bear the cost thereof.
11. **Maintenance of Right-of-Way:** The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This will require inspection and repair of any damage to City facilities resulting from the encroachment. Storage containers shall be kept on paved surfaces at all times and not onto landscaped areas.
12. **Cost of Work:** Unless otherwise stated on the permit or other separate written agreement, all costs incurred for work within the right-of-way pursuant to this Encroachment Permit shall be borne by the permittee, and permittee hereby waives all claims for indemnification or contribution from the City for such work.
13. **Indemnity:** Permittee agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of permittee's activity, except for those claims arising out of CITY's sole negligence or willful misconduct. Permittee agrees to defend CITY, it's elected and appointed officials, employees, and agents against any such claims.
14. **Insurance:** Permittee agrees to include the City, its elected and appointed officials, employees, and agents, as additional insureds on its Commercial General Liability policy.

(For office use only)

SPECIAL CONDITIONS:

**CITY OF SAN MATEO
DEPARTMENT OF PUBLIC WORKS**



330 West 20th Avenue, San Mateo, CA 94403 (650) 522-7300

**TEMPORARY STORAGE CONTAINER
INSURANCE REQUIREMENTS
MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

If the permittee maintains broader coverage and/or higher limits than the minimums shown above, the City of San Mateo requires and shall be entitled to coverage for the broader and/or higher limits maintained by the permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of San Mateo.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the permittee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the permittee's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this permit, the **permittee's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of San Mateo, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

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Waiver of Subrogation

Permittee hereby grants to City a waiver of any right to subrogation, which any insurer of said permittee may acquire against the City by virtue of the payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the permittee to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

Permittee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before permitted activities begin. However, failure to obtain the required documents prior to the work beginning shall not waive the permittee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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SAMPLE ENDORSEMENT

POLICY NUMBER: XXXXXXXXXX

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS
(FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization:

The City of San Mateo, its elected and appointed officials, employees and agents are named as additional insured.